

GENERAL TERMS OF SERVICE

1. Role of the Parties. In providing related Professional Services to you (the Customer) under this Master Services Agreement, BlueBridge One (BlueBridge One Business Solutions Limited or one of its affiliates) is acting solely as a supplier and independent contractor. You are fully and exclusively responsible for determining your own data processing requirements and for satisfying yourself that the Professional Services meet such requirements.

2. Assignment. You may not assign, by operation of law or otherwise (including, without limitation, by means of outsourcing), this Master Services Agreement, in whole or in part, whether or not to your Affiliate or a successor to your business, without the prior written consent of BlueBridge One, which consent shall not be unreasonably withheld.

BlueBridge One may subcontract portions of its responsibilities under this Master Services Agreement, provided that BlueBridge One will remain responsible under this Master Services Agreement for the proper performance of such responsibilities by the subcontractor.

3. Non-Solicitation and Hiring of Other's Employees. During BlueBridge One's performance under this Master Services Agreement, each party will have contact with the key personnel of the other party. In order to preserve the integrity of our relationship, you and BlueBridge One each agree not to, and not to assist any third party to, without the prior written consent of the other party hereto, solicit for employment, hire or utilise the services of any person who is then, or who was within the immediately preceding twelve (12) months, an employee of the other party. In addition, you agree that the restriction in the preceding sentence shall apply to your soliciting, hiring or utilising any consultant retained by BlueBridge One to provide services to you under this Agreement. The provisions of this Paragraph 3 shall remain in effect for a period ending one year after the latest to occur of (a) termination of Maintenance, or (b) completion of any Professional Services under this Master Services Agreement. In the event of a breach of this Paragraph 3, the breaching party shall pay to the other party, as liquidated damages and not as a penalty, a sum equal to one hundred fifty percent (150%) of the annual compensation agreed to be paid by the breaching party to the person hired. This remedy is in addition to any other remedies available at law or inequity.

4. Publicity: Confidentiality. You hereby give permission for BlueBridge One to accurately disclose the transactions provided for in this Master Services Agreement (identifying you by name only) in any press release, promotional material or other literature prepared by or for BlueBridge One: provided, however, that no quotes of your employees or agents will be used without their express consent. Otherwise, neither you nor BlueBridge One will disseminate (except in a confidential manner in that party's legal, accounting and professional advisers, on a "need-to-know" basis) any publicity or information about this Master Services Agreement, its terms and conditions and the transactions contemplated hereunder, or the confidential information of the other party, without the prior written consent of the other party; provided, however, that either party may comply with any legal, governmental or judicial requirement of disclosure upon timely written notice of such requirement to, and co-operation in obtaining necessary protective arrangements with, the other party.

5. Payment. All Fees due hereunder shall be paid without offset or deduction of any kind, including, without limitation, government mandated withholdings (which you shall "gross up" to ensure that BlueBridge One gets paid the full amount of the Fees due hereunder). Fees not paid in accordance with the payment terms as specified on the Statement of Work shall be subject to a late payment penalty. You shall reimburse BlueBridge One for any of its expenses (including, without limitation, legal and attorney fees) incurred in the collection of overdue Fees.

All Fees are payable in the currency specified in the applicable Statement of Work. All Fees are exclusive of any applicable shipping costs and sales, use, property and other taxes and import or other duties, however designated or levied (except taxes assessed upon the profit or gain of BlueBridge One), all of which shall be your responsibility. You agree that any such shipping costs, taxes and duties which are separately stated on BlueBridge One's invoices shall be payable by you directly to BlueBridge One unless you provide to BlueBridge One satisfactory evidence of tax exemption. In the event that BlueBridge One shall pay such taxes or charges from its own funds; you shall promptly reimburse BlueBridge One for all such taxes or charges paid on your behalf, including any related Interest or penalty charges.

6. Default and Termination. BlueBridge One may terminate this Master Services Agreement, and any Maintenance and/or Professional Services provided under this Master Services Agreement, in whole or in any part (including any one or more Statement of Work/s), effective upon thirty (30) days prior written notice, if (i) you breach any provision of this Master Services Agreement, including, without limitation, your failure to timely pay any Fees, but such termination shall not take effect if you cure such breach prior to the expiration of the notice period, or (ii) you enter into liquidation, whether voluntarily or compulsory, or have a receiver appointed, or commit an act of bankruptcy, or become insolvent, or enter into any arrangement with your creditors, or take or suffer any similar action in consequence of debt, or cease, or threaten to cease, to carry your business.

Termination of this Master Services Agreement in whole or in any part (including any one or more Statement of Work/s) under this Paragraph shall be without prejudice to the right of BlueBridge One to retain any Fees paid before termination: to request payment of any Fees that were due and unpaid or not yet invoiced at the effective date of termination: to continuation of any portion of this Master Services Agreement not so terminated: and/or to obtain equitable relief, damages, or both, for breach by you of any provision of this Master Services Agreement.

7. Information and other requests. BlueBridge One shall notify you on completion of all services undertaken in relation to any Statement of Work. You hereby agree to provide BlueBridge One with a prompt and adequate response to information, and other requests required for the delivery of services under this agreement. In the event that BlueBridge One makes a reasonable request that is not timeously or adequately responded to, BlueBridge One reserves the right to issue a Final Notice pertaining to the request. If a response to the Final Notice is not received within thirty (30) days BlueBridge One reserves the right to be relieved of any further obligations relating to the Statement of Work. In addition, all outstanding professional

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services fees associated with the Statement of Work shall be considered earned in full as of the expiration of the thirty (30) day period. Any and all services requested following the expiration of the aforementioned thirty (30) day period will require the execution of a new Statement of Work.

8. Limitation of Liability.

NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SOFTWARE, MAINTENANCE OR PROFESSIONAL SERVICES BY BLUEBRIDGE ONE. IN NO EVENT WILL BLUEBRIDGE ONE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSS, DAMAGE OR EXPENSE (INCLUDING BUT NOT LIMITED TO, LOSS DUE TO INABILITY TO OBTAIN DATA, LOSS OF BUSINESS, OR LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE, FURNISHING, FUNCTIONING OR USE OF ANY SOFTWARE, MAINTENANCE OR PROFESSIONAL SERVICES PROVIDED UNDER THIS MASTER SERVICES AGREEMENT, OR LACK THEREOF, EVEN IF ADVISED OF THAT POSSIBILITY. REGARDLESS OF THE CAUSE OF ACTION, BLUEBRIDGE ONE'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE FEES YOU PAID FOR THE PARTICULAR SOFTWARE, MAINTENANCE OR PROFESSIONAL SERVICES (AS THE CASE MAY BE) INVOLVED.

9. **Notices.** Notices (other than invoices and other routine business communications) provided for in this Master Services Agreement shall be in writing and shall be sent pre-paid, by reputable "overnight" courier, to the executive and address of the other party set forth on the Statement of Work, or to such other executive or address as that party shall hereafter give written notice. Notice shall be deemed given when sent in accordance with the foregoing. Both parties agree that for routine business communications recorded Electronic communications in whatever form are as legally effective as original signatures.

10. **Force Majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Master Services Agreement arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting a party, that party shall notify the other party and use all reasonable endeavours to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.

11. **Export Control Compliance.** You agree to comply with all applicable export control laws and regulations.

12. **Waiver.** The failure of either party to enforce or exercise, at any time or for any period of time, any term of, or any right arising pursuant to, this Master Services Agreement does not constitute a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise such term or right

or any other.

13. **Interpretation.** This Master Services Agreement governs the provision of all BlueBridge One software products and/or services, and supersedes and nullifies all prior agreements, statements, representations, requests for proposals, proposals, understandings, demonstrations and negotiations between the parties. Together with any Statement of Work and/or most current "[Software Licence Agreement](#)", if applicable, this Master Services Agreement represents the entire agreement between the Customer and BlueBridge One.

Customer agrees that, in entering into this agreement, they are not relying on any statement or representation made by a representative of BlueBridge One that is not expressly set forth in this Master Services Agreement or a Statement of Work.

In the event of inconsistencies or conflicts among the terms of the various Statement of Works and/or this Master Services Agreement, and in the absence of expressly stated rules of precedence in the conflicting Statement of Work, then the later-dated Statement of Work shall take precedence.

The invalidity or unenforceability of any term or condition of this Master Services Agreement shall in no way affect the remaining terms or conditions. As used in the Master Services Agreement, the singular of any term includes the plural and the plural includes the singular, whenever the context so requires. The paragraph headings in this Master Services Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Master Services Agreement.

Recognising BlueBridge One's need for uniformity in the interpretation of this Master Services Agreement regardless of the location of the customer, and desiring to choose a governing law that is considered fair, comprehensive and well respected, the parties agree that this Master Services Agreement shall be governed by and interpreted under the laws of the country in which BlueBridge One, or its affiliate issuing the Statement of Work, is registered.

No actions, regardless of form, arising from the transactions contemplated by this Master Services Agreement, may be brought by either party hereto more than one (1) year after the facts creating the cause of action become known to that party.

14. **Execution.** This Master Services Agreement may be executed in more than one counterpart (Statement of Work), each of which shall be an original, and both of which, taken together, shall constitute one and the same Agreement.

15. **BlueBridge One Responsibilities.** The BlueBridge One Professional Services Manager (PSM) will be responsible for:

15.1 Advising you of best business practices to enable better usability of the application.

15.2 Working with your Implementation Project Lead to schedule and facilitate all necessary work with you on a timely basis.

15.3 Maintaining an issue list which will entail the problem background and business impact. The PSM will work with your resources to evaluate options and recommend actions towards resolving all such issues.

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16. Product. Any SuiteApp or SuiteExtender product authored and supplied by BlueBridge One as set forth in a Statement of Work will be subject to terms of use as set forth in BlueBridge One's "Software Licensing Agreement".

17. Customisation. From time to time Customer may request BlueBridge One to provide custom development services (customisations) in order to extend the core NetSuite product. These custom development services are recorded as separately identifiable work elements on the Statement of Work and are identified by the "10% Annual" charge type applied to the work element.

Customer acknowledge that from time to time, as a direct consequence of a third party vendor software update, these customisations undertaken by BlueBridge One may cease to operate as expected and that BlueBridge One does not accept responsibility for such an occurrence other than as contemplated elsewhere in this agreement.

BlueBridge One undertakes to use all reasonable endeavours to ensure that customisations it performs comply with all design and coding standards communicated by the relevant software vendor which to the best of their knowledge is current at the time.

18. Maintenance. Maintenance on customisations provided by BlueBridge One is mandatory and is billed at a rate of 10% of the cost of the development service. Maintenance is payable annually in advance.

Maintenance covers the amendment to any code or customisations authored by BlueBridge One which are reasonably required in order to maintain it in good working order based on the original design specification, including but not limited to amendments required as a direct consequence of a NetSuite software update or any defects identified in BlueBridge One code or customisations applied in the original design specification. Maintenance does not cover:

18.1 the implementation of workarounds or code modifications required as a result of a NetSuite logged defect is not covered. Customer acknowledges that correcting most defects is often solely dependent on NetSuite releasing a fix and that the prioritisation of such a fix is solely dependent of NetSuite's internal processes for prioritising such defects. In the case where a fix is required by NetSuite, and if requested by the customer, BlueBridge One will work with the Customer to identify and suggest potential interim or permanent workarounds to circumvent the defect, however any work required to design, build and implement any such workaround will be billable to the customer.

18.2 modifications required to update or upgrade any SuiteCommerce Advanced and/or SiteBuilder code are not covered.

18.3 modifications to any code required as a result of changes made by a third party vendor other than by NetSuite are not covered.

18.4 modifications required as a result of a major platform or feature change made by NetSuite are not covered.

Owing to the reliance on one or more software vendors BlueBridge One is not in a position to guarantee a fixed response time for dealing with Customer reported errors;

however, BlueBridge One does undertake to use all reasonable endeavours in responding to, and correcting such errors.

19. Data and Information. Any information and data provided by you to BlueBridge One and used by BlueBridge One directly or indirectly in the performance of this Agreement shall remain at all times your property. It shall be identified, clearly marked and recorded as such by BlueBridge One on all media and in all documentation. BlueBridge One shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of your data and information.

In the event of termination of this Agreement BlueBridge One shall when directed to do so by you, instruct all its agents and sub-contractors to, erase all information and data provided by you and all copies of any part of the information and data provided by you from BlueBridge One's systems.

BlueBridge One agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in the European Union General Data Protection Regulation (GDPR). Please refer to our Privacy Statement for further details.

Nothing in this Agreement shall oblige you to disclose any information to BlueBridge One if it is of the view that to do so would be a breach of the GDPR. In fulfilment of its obligations under this agreement BlueBridge One will have in place and will maintain at all times the Information Standards which will deal comprehensively with:

19.1 The protection of the confidentiality, integrity and security of all and any information supplied to BlueBridge One by you;

19.2 The audit and accounting procedures in place to deal with the requirements of this clause;

19.3 The reliability and training of staff to ensure awareness of (and compliance with) their obligations under clause 4

19.4 Any other measures and procedures to ensure that BlueBridge One's obligations under the clause 4 are met.

BlueBridge One agrees to provide you with such information and access to its premises (upon giving reasonable notice) as you may reasonably require to satisfy yourselves that BlueBridge One is complying with the obligations referred to in this clause.

BlueBridge One will make such application for a change in its notification and take such other steps as may be reasonably practicable to afford you access to information which is reasonably required by you in connection with or for any purpose connected with your rights and obligations under this Agreement.

BlueBridge One shall take all reasonable steps to ensure that all its agents, partners and sub-contractors comply with the all the provisions set out above whenever they are processing your information or data as part of this Agreement.

20. Professional Services Deliverables. BlueBridge One shall own all rights, title and interest in and to the Professional Services

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Deliverables (the Deliverables) and related intellectual property rights, excluding any of the Data and Information provided to BlueBridge One for its provisioning of the Deliverables by the Customer. BlueBridge One shall have the right to use any such Customer Data and Information solely for the purpose of providing the Deliverables to the Customer hereunder. Deliverables are BlueBridge One confidential information and the Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. Subject to terms and conditions of this Master Services Agreement, and during the term, BlueBridge One hereby provides the Customer with a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely for the Customer's internal operations in connection with its authorised use of the applicable service.

gather other people's personal information (including account information) from our Website.

21. Third Party Contracts. No person who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act. Any rescission variation amendment or waiver to or of the Agreement shall not require the consent or approval of any person who is not a party to the Agreement.

22. Use of Website. We continually update our Website however, we cannot guarantee that it is totally free from errors or omissions. BlueBridge One, its directors, officers, employees, shareholders and associated persons shall not be liable for any loss, liability, damage, whether direct, indirect or consequential, personal injury, or expense of any nature whatsoever which may be suffered by a third party, as a result of or which may be attributable, directly or indirectly, to access and use of our Website.

To create a new account on our Website you will be required to use a valid email address and password which are unique to you. Alternatively, if you are an existing customer you will be able to request a one-time password via email in order to access your existing account. It is your responsibility to ensure that you change your password and keep it confidential, and ensure that no password is used by any unauthorised person.

We sometime provide links to third party websites. When linking to these websites you must refer to the websites own terms and conditions of use. BlueBridge One will have no liability in respect of use of these websites.

You may not (i) use our Website for any illegal purpose; (ii) submit User Content that you don't have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright, patent, trade secret, privacy, publicity, or any other proprietary right; (iii) forge headers or manipulate other identifiers in order to disguise the origin of any User Content you submit; (iv) impersonate anyone else or lie about your affiliation with another person or entity; (v) use meta tags or any other "hidden text" utilising any of our or our suppliers' product names or trademarks; (vi) upload, launch, post, email or transmit any material (including any bot, worm, scripting exploit or computer virus) that is likely to harm or corrupt our Website, or harm or corrupt our or anyone else's computer systems, or data; or (vii) collect or